

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

April 02, 2013

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

33 April, 2, 2013

SACHI A. HAMAI EXECUTIVE OFFICER

APPROVE COOPERATIVE AGREEMENT FOR CIENEGA AVENUE AT GLENDORA AVENUE TRAFFIC SIGNAL INSTALLATION PROJECT CITY OF COVINA-COUNTY OF LOS ANGELES UNINCORPORATED COMMUNITY OF CHARTER OAK (SUPERVISORIAL DISTRICT 5)

(3 VOTES)

SUBJECT

This action is to approve the cooperative agreement between the City of Covina and the County of Los Angeles to provide financing and delegation of responsibilities for the installation of a new traffic signal at the intersection of Cienega Avenue and Glendora Avenue along with other appurtenant work. The project will be administered by the City of Covina.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the Cienega Avenue at Glendora Avenue Traffic Signal Installation project is categorically exempt from the California Environmental Quality Act.
- 2. Approve and instruct the Chairman of the Board to sign the cooperative agreement between the City of Covina and the County of Los Angeles to provide financing and delegation of responsibilities for installation of a new traffic signal at the intersection of Cienega Avenue and Glendora Avenue, including pavement markings and striping. The total project cost is estimated to be \$288,000 with County of Los Angeles' jurisdictional share estimated to be \$63,000.

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3. Authorize the Director of Public Works or her designee to approve up to 10 percent of the County's estimated jurisdictional share equal to \$6,300 for any costs of unforeseen items that may occur, thereby increasing the maximum County's contribution from \$63,000 to \$69,300.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve the cooperative agreement with the City and the County for installation of a new traffic signal at the intersection of Cienega Avenue and Glendora Avenue.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). By installing a traffic signal, residents of the City and nearby unincorporated County communities who travel on Cienega Avenue and Glendora Avenue will benefit with the enhanced traffic safety and improved quality of life.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total project cost is estimated to be \$288,000 with the City's share estimated to be \$225,000 and the County's share estimated to be \$63,000. The City-County cooperative agreement provides for the City to perform the preliminary engineering and administer construction of the work with the City and the County to finance their respective jurisdictional shares of the project costs. The necessary funds required to finance the County's share plus the contingency of \$6,300 for unforeseen items are included in the Fifth Supervisorial District's Road Construction Program in the Fiscal Year 2012-13 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed cooperative agreement has been approved, as to form, by County Counsel and executed by the City.

The City proposes to administer a City-County cooperative project to install a traffic signal at the intersection of Cienega Avenue and Glendora Avenue that is jurisdictionally shared between the City and the County. The cooperative agreement provides for the City to perform the preliminary engineering and administer a construction contract for the project with the City and the County to finance their respective jurisdictional shares of the project costs. The County's actual share will be based upon a final accounting of expenditures after completion of the project. The project is scheduled to begin construction in the summer of 2013 and be completed in the fall of 2013.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purpose of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provisions of Section 6500 et seq. of the Government Code.

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ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA guidelines and Class 1(x), Subsections 4 and 22 of the Environmental Reporting Procedures and Guidelines adopted by the Board on November 17, 1987. These exemptions provide for modification of existing traffic signal systems and maintenance of existing roadway facilities. The City is the lead agency for this project and found it to be exempt from the CEQA on February 19, 2013.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Installation of a traffic signal at the intersection of Cienega Avenue and Glendora Avenue is needed and is of general County interest. This project will enhance the quality of life for motorists and pedestrians who travel on these streets.

CONCLUSION

Please return one adopted copy of this letter and two originals of the cooperative agreement to the Department of Public Works, Programs Development Division. If you have any questions, please contact Mahdad Derakhshani at (626) 458-7136 or mderakas@dpw.lacounty.gov.

Respectfully submitted,

GAIL FARBER

Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel

Hail Farher

Executive Office

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF COVINA, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, CITY and COUNTY propose to design and construct a new traffic signal at the intersection of Cienega Avenue and Glendora Avenue, which includes installation of new traffic signal poles, mast arms, vehicle heads, pedestrian heads, conduits, controller cabinets and service cabinets (which work is hereinafter referred to as TRAFFIC SIGNALS); installation of signing, striping, and pavement markings at the aforementioned intersection (which work is hereinafter referred to as SIGNING AND STRIPING); and construction of roadway improvements consisting of curb ramp reconstruction (which work is hereinafter referred to as ROADWAY IMPROVEMENTS); and

WHEREAS, TRAFFIC SIGNALS, SIGNING AND STRIPING, and ROADWAY IMPROVEMENTS together are referred to as PROJECT; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONSTRUCTION ADMINISTRATION for PROJECT; and

WHEREAS, CITY is willing to finance 78 percent of COST OF TRAFFIC SIGNALS and COUNTY is willing to finance 22 percent of COST OF TRAFFIC SIGNALS; and

WHEREAS, CITY AND COUNTY are each willing to finance their respective jurisdictional shares of COST OF SIGNING AND STRIPING and of COST OF ROADWAY IMPROVEMENTS as described in paragraph 4) b. below; and

WHEREAS, COST OF PROJECT is currently estimated to be Two Hundred Eighty-eight Thousand and 00/100 Dollars (\$288,000.00) with CITY'S estimated share being Two Hundred Twenty-five Thousand and 00/100 Dollars (\$225,000.00) and COUNTY'S estimated share being Sixty-Three Thousand and 00/100 Dollars (\$63,000.00); and

WHEREAS, COUNTY is willing to pay sufficient funds to CITY to finance its jurisdictional share of the COST OF PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004 et seq. of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated areas of the COUNTY as applicable.
- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost-estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF TRAFFIC SIGNALS as referred to in this AGREEMENT shall consist of all costs incurred in connection with the completion of the TRAFFIC SIGNALS including, without limitation, the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION ADMINISTRATION, and all other work necessary to construct TRAFFIC SIGNALS in accordance with the approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- d. COST OF SIGNING AND STRIPING as referred to in this AGREEMENT shall consist of all costs incurred in connection with the completion of the SIGNING AND STRIPING including, without limitation, the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION ADMINISTRATION, and all other work necessary to complete SIGNING AND STRIPING in accordance with approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

- e. COST OF ROADWAY IMPROVEMENTS as referred to in this AGREEMENT shall consist of all costs incurred in connection with completion of the ROADWAY IMPROVEMENTS including, without limitation, the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION ADMINISTRATION, and all other work necessary to construct ROADWAY IMPROVEMENTS in accordance with approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- f. COST OF PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of all costs incurred in connection with completion of preliminary engineering including, without limitation, the costs of environmental documentation; design survey, soils report, traffic index, and geometric investigation; preparation of plans, specifications, and cost-estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- g. COST OF PROJECT as referred to in this AGREEMENT shall mean the sum of COST OF TRAFFIC SIGNALS, COST OF SIGNING AND STRIPING, and COST OF ROADWAY IMPROVEMENTS.
- h. The COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of all payments to the contractor(s) for PROJECT and payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.
- i. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- j. WHEREAS, COST OF TRAFFIC SIGNALS combined with COST OF SIGNING AND STRIPING and COST OF ROADWAY IMPROVEMENTS

(as defined in paragraph 1) d., and 1) e. of this AGREEMENT is hereinafter referred to as COST OF PROJECT; and

2) CITY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, construction administration, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
- b. To finance CITY'S share of COST OF PROJECT, consisting of 78 percent of COST OF TRAFFIC SIGNALS; the CITY'S jurisdictional share of COST OF SIGNING AND STRIPING; and the CITY'S jurisdictional share of COST OF ROADWAY IMPROVEMENTS, currently estimated to be a total of Two Hundred Twenty-five Thousand and 00/100 Dollars (\$225,000.00), the actual amounts of which are to be determined by a final accounting pursuant to paragraph 4) b. below.
- c. To obtain COUNTY'S approval of plans for PROJECT prior to advertising for construction bids and to obtain COUNTY'S approval for any material revisions to the plans and for any additional work that CITY proposes to complete in COUNTY JURISDICTION as part of PROJECT.
- d. To obtain permit application by accessing website http://dpw.lacounty.gov/spats/Public/ and complete permit application for encroachment, excavation, and construction work, including a certificate of liability insurance and acknowledgement of best management practices and submitting complete package to the Permit Counter of the Department of Public Works located at 900 South Fremont Avenue, Alhambra, CA 91803 to construct those portions of PROJECT within COUNTY'S JURISDICTION.
- e. To solicit PROJECT for construction bids, award and administer the construction contract, perform CONSTRUCTION ADMINISTRATION, do all things necessary and proper to complete PROJECT, and act on behalf of COUNTY in all negotiations pertaining thereto.
- f. To furnish COUNTY, within one hundred twenty (120) calendar days after project completion a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- g. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.

h. Upon completion of PROJECT, to maintain in good condition and at CITY'S expense, all ROAD IMPROVEMENTS and SIGNING AND STRIPING constructed as part of PROJECT within CITY'S JURISDICTION.

3) COUNTY AGREES:

- a. To finance COUNTY'S share of COST OF PROJECT, consisting of 22 percent of COST OF TRAFFIC SIGNALS; the COUNTY'S jurisdictional share of COST OF SIGNING AND STRIPING; and the COUNTY'S jurisdictional share of COST OF ROADWAY IMPROVEMENTS, currently estimated to be a total of Sixty-Three Thousand and 00/100 Dollars (\$63,000.00), the amounts of which are to be determined by a final accounting pursuant to paragraph 4) b., below.
- b. To deposit with CITY, upon the opening of construction bids and upon demand, sufficient funds, currently estimated to be Sixty-Three Thousand and 00/100 Dollars (\$63,000.00), to finance COUNTY'S estimated jurisdictional share of COST OF PROJECT (COUNTY'S PAYMENT). Said demand will consist of a billing invoice prepared by CITY and delivered to COUNTY.
- c. To appoint CITY as COUNTY'S attorney-in-fact for the purpose of representing COUNTY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- d. To grant to CITY any temporary right of way or license to use property that COUNTY owns or has an easement for that is necessary for construction of the PROJECT at no cost to CITY to the extent not already provided by law.
- e. Upon receipt of permit application with the required documents from CITY and approval of construction plans for the PROJECT to issue CITY a no-fee permit(s) authorizing CITY to construct those portions of PROJECT within COUNTY'S JURISDICTION.
- f. To cooperate with CITY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction. Where utilities have been installed in COUNTY

streets or on COUNTY property, COUNTY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. COUNTY will take all necessary steps to grant, transfer, or assign all prior rights over to the utility companies and owners of substructure and overhead facilities to CITY when necessary to construct, complete, and maintain PROJECT or to appoint CITY as its attorney-in-fact to exercise such prior rights.

g. Upon completion of PROJECT, to maintain in good condition and at COUNTY'S expense all ROADWAY IMPROVEMENTS and SIGNING AND STRIPING constructed as part of PROJECT within COUNTY'S JURISDICTION.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Upon completion of PROJECT, all TRAFFIC SIGNALS constructed as part of PROJECT within CITY will be maintained by COUNTY under the terms and conditions set forth in Traffic Signal Maintenance Agreement 40805 between the CITY and COUNTY.
- b. The final accounting of the actual total COST OF PROJECT shall allocate the COST OF SIGNING AND STRIPING and COST OF ROADWAY IMPROVEMENTS between CITY and COUNTY based on the location of the improvements and/or work done. Thus the cost of all work for SIGNING AND STRIPING and ROADWAY IMPROVEMENTS (including all engineering, administration, and all other costs incidental to the work or improvement) located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COST OF SIGNING AND STRIPING and COST OF ROADWAY IMPROVEMENTS within COUNTY'S JURISDICTION. The cost of all work for SIGNING AND STRIPING and ROADWAY IMPROVEMENTS (including all engineering, administration, and all other costs incidental to the work or improvement) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute COST OF SIGNING AND STRIPING and COST OF ROADWAY IMPROVEMENTS within CITY'S JURISDICTION.
- c. That if at final accounting COUNTY'S share of COST OF PROJECT exceeds COUNTY'S PAYMENT, as set forth in paragraph 3) b., above, COUNTY shall pay to CITY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by CITY. Conversely, if the required COUNTY'S funds are less than said COUNTY'S PAYMENT, CITY shall refund the difference to COUNTY within sixty (60) days of the date CITY furnished COUNTY with the final accounting without further action by COUNTY.

- d. COUNTY shall review the final accounting invoice prepared by CITY as set forth in paragraph 4) b., above, and report in writing any discrepancies to CITY within (60) calendar days after the date of said invoice. CITY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of COUNTY'S written report. COUNTY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of CITY'S written justification.
- e. During construction of PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- f. For the portion of PROJECT in COUNTY'S JURISDICTION, CITY hereby assigns all of its right, title, and interest to any unlapsed portion of a one-year warranty granted to the COUNTY by the construction contractor constructing PROJECT. COUNTY agrees to accept said assignment as its sole remedy against CITY in connection with defects relating to said PROJECT.
- g. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- h. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Ms. Kalieh Honish

Director of Public Works

City of Covina

125 East College Street Covina, CA 91723-2199

COUNTY: Ms. Gail Farber

Director of Public Works County of Los Angeles Department of Public Works

P.O. Box 1460

Alhambra, CA 91802-1460

g. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability

occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

- h. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.
- i. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- j. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of

any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT that is not within the CITY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.

- k. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- I. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32054 between CITY and COUNTY, adopted by the Board of Supervisors on November 14, 1977, and currently in effect.

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IN WITNESS WHEREOF, the parties be executed by their respective officers, du Flourary 5, 2013, and I 2, 2013.	
ATTEST: SACHI A. HAMAI Executive Officer of the Board of Supervisors of the County of Los Angeles By achelle Smithem an Deputy APPROVED AS TO FORM:	COUNTY OF LOS ANGELES By Chairman, Board of Supervisors Chairman, Board of Supervisors Chairman, Board of Supervisors Saction 25 103 of the Government Code, delivery of this document has been made. SACHI A. HAMAI Executive Officer Clerk of the Board of Supervisors Chairman, Board of Supervisors Chairman, Board of Supervisors
JOHN F. KRATTLI County Counsel	
Deputy ADOPTED	CITY OF COVINA
BOARD OF SUPERVISORS SOUNTY OF LOS ANGELES APR 2 2013 SACHI A. HAMA! EXECUTIVE OFFICER	By Mayor ATTEST: By City Clerk
EXECUTIVE OFFICER	APPROVED AS TO FORM: